

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CHERYL DAVIS,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION FILE
)	NO. 1:09-CV-1462-TCB
)	
HOME AMERICAN CREDIT, INC.,)	
d/b/a UPLAND MORTGAGE, OCWEN)	
LOAN SERVICING, LLC, DEUTSCHE)	
BANK NATIONAL TRUST COMPANY,)	
RICHARD B. MANER, P.C. and JOHN)	
DOE(S),)	
)	
Defendants.)	

AFFIDAVIT OF HOWARD R. HANDVILLE

Before the undersigned officer, duly authorized to administer oaths in the State of Florida, personally appeared Howard R. Handville, who, after being duly sworn, deposed and states as follows:

1.

My name is Howard R. Handville, and I am over the age of 18 years and competent to make this affidavit.

2.

The facts contained in this affidavit are based on my personal knowledge as well as on a review of Ocwen Loan Servicing, LLC's ("Ocwen") records regularly kept in its course of business.

3.

I am a Loan Analyst with Ocwen. In this capacity, I routinely review and analyze Ocwen's records, including records maintained in Ocwen's computer systems. Through training and experience, I am familiar with Ocwen's business records, including, but not limited to, the records related to Plaintiff's mortgage loan.

4.

On or about September 28, 1998, borrower Cheryl Davis obtained the mortgage loan at issue in this lawsuit from Homeamerican Credit, Inc. d/b/a Upland Mortgage ("Upland") secured by the Subject Property in the amount of \$59,500.00.

5.

To secure repayment of the mortgage loan, Davis executed a security deed in favor of Upland. A true and correct copy of the Security Deed executed by Davis is attached hereto as **Exhibit "A."**

6.

On or about September 28, 1998, Davis executed a security instrument evidencing her indebtedness under the security deed. A true and correct copy of the Note executed by Davis is attached hereto as **Exhibit "B."**

7.

According to the terms of the Note executed by Davis, Davis was obligated to make monthly payments of accrued interest, and acting under the terms of the Note executed by Davis, payments were properly applied pursuant to the amortization schedule.

8.

On or about March 12, 2008, Deutsche Bank granted Ocwen a limited power of attorney to prepare and file notices of default and/or notices of sale with respect to the commencement of nonjudicial foreclosure proceedings against the Subject Property, and to execute any and all documents necessary to complete the foreclosure sale of the property. A true and correct copy of the Limited Power of Attorney executed by a representative from Deutsche Bank is attached hereto as **Exhibit "C."**

9.

On February 25, 2009, Upland assigned its interest in the security deed to

Deutsche Bank National Trust Company, as Indenture Trustee for the Registered Holders of Ocwen Real Estate Asset Liquidating Trust 2007-1, Asset—Backed Notes, Series 2007-1 (hereinafter "Deutsche Bank"), for value. A true and correct copy of this Assignment is attached hereto as **Exhibit "D."**

10.

Ocwen serviced Davis's mortgage loan on behalf of present holder Deutsche Bank.

11.

Davis's last payment on the mortgage loan was received by Ocwen on or around October 30, 2008.

12.

As a result of Davis's failure to continue making her mortgage payments, the mortgage loan fell into default as of December 17, 2008.

13.

Acting under the Limited Power of Authority, Ocwen sent Davis via certified mail a Notice of Default dated December 17, 2008, which informed Davis that a failure to bring her account current could result in Deutsche Bank's election to exercise its right to foreclose on the property. A true and correct copy of the

Notice of Default is attached hereto as **Exhibit "E."**

14.

Because Davis failed to make the payments that would bring her account current, Deutsche Bank foreclosed on the mortgage loan pursuant to the power of sale contained in the Security Deed.

15.

The foreclosure sale was completed on April 7, 2009. A true and correct copy of the Deed Under Power is attached hereto as **Exhibit "F."**

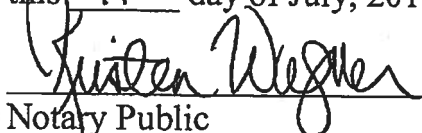
FURTHER AFFIANT SAYETH NOT.

This 11th day of July, 2011.



AFFIANT; Howard R. Handville

Sworn to and subscribed before me
this 11 day of July, 2011.



Notary Public

My commission expires: 10-21-14

